

1979 - 1982

BASIC AGREEMENT

between

THE CHESTERFIELD TOWNSHIP BOARD OF EDUCATION

and

THE CHESTERFIELD TOWNSHIP EDUCATION ASSOCIATION

1 AGREEMENT

- A. This agreement was entered into by the Chesterfield Township Board of Education (herein referred to as the "Board") and the Chesterfield Township Education Association (herein referred to as the "Association") for the period beginning on July 1, 1979 and ending on June 30, 1982.
- B. Unless otherwise indicated, the term "Professional Staff Member" when used herein after in this Agreement shall refer to all certified (N. J. Standard Teaching Certificate) employees represented by the Association.

11 RECOGNITION

The Chesterfield Township Board of Education hereby recognizes the Chesterfield Township Education Association as the majority representative for professional negotiations concerning the terms and conditions of employment for all certified professional staff members of the Chesterfield Township Public School District (excluding the Administrative Principal, per diem employees, and temporary employees).

- E. It is agreed that the negotiations chairman, at least (3) three days prior to a meeting, shall submit an agenda to the negotiating parties covering all matters to be discussed. It is further agreed that neither party will add any consultant to their negotiating team or bring to the meetings the consultant without giving the other party one (1) week prior written notice. This notice shall include the name, position and reason for the consultant.
- F. Both parties agree to meet no later than Sept. 30th of the last year this agreement is in force for the purpose of reviewing and/or revising this agreement. All new or revised items shall be submitted at this time. Only items submitted at this time will be eligible for negotiations, unless new items are agreed to by both parties. Both parties agree to meet no later than December 1st of the last year this agreement is in force for the purpose of reviewing and/or revising the salary guide.
- G. Both the Board and Association agree that neither the Association nor any of its members will authorize, instigate, aid, condone, or engage in a work stoppage, slow down, sanction, or strike for any reason during the term of this agreement; and the Board will not engage in a lock out during the term of this agreement.
- H. The President of the Board of Education shall appoint the official negotiations chairman and negotiations secretary. Neither the negotiations chairman or the negotiations secretary may be a member of the Board Negotiations Committee or the Association Negotiations Committee. These persons shall be mutually agreed upon by both parties of the contract. Should it be impossible to resolve these appointments and a fee is involved in filling these positions the cost shall be borne equally between the parties of the agreement.

J. The Board or Association shall have the right to designate a representative to participate at any level of the grievance procedure. All hearings and meetings concerning a grievance shall not be open to the public, and all information concerning a grievance shall be termed "confidential" to all persons not directly involved in the grievance procedure. Since it is important that the grievance be processed as rapidly as possible the number of days specified at each level are considered maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

Level One - A party shall first discuss his grievance orally with the Principal. A decision shall be rendered within 7 calendar days of said discussion.

Level Two - If the grievance is not resolved to the party's satisfaction within 7 calendar days from the determination referred to at Level One, the party shall submit his grievance to the Principal in writing specifying:

- a. The nature of the grievance.
- b. The results of previous discussion.
- c. The basis of his dissatisfaction with the determination.

The Principal shall give his decision in writing within 7 calendar days of receipt of the written grievance with reasons stated.

Level Three - If the grievance is not resolved to the party's satisfaction within 7 calendar days from the determination referred to at Level Two, the party shall refer the grievance in writing to the Chairman of the Professional Relations Committee. The Professional Relations Committee shall hold a hearing within thirty (30) calendar days of receipt of the grievance at which all parties in interest shall have the right to be heard. An agenda for the meeting shall be prepared by the Chairman of the Professional Relations Committee seven (7) calendar days before such meeting. Within fourteen (14) calendar days after said hearing (unless a different period is mutually agreed upon) the Chairman of the Professional Relations Committee shall, in writing, with reasons stated, advise the party and his/her representative, if there be one, of their determination.

Level Four - In the event of the failure of the Professional Relations Committee to act in accordance with the provisions of Level Three or, in the event, a determination by them in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party within thirty (30) calendar days of the failure of the Professional Relations Committee to act as prescribed in Level Three or within 14 calendar days of the determination as to him, may appeal to the Board of Education. When an appeal is taken to the Board, there shall be submitted by the appellant:

V ADVISORY COMMITTEE

- A. The Chesterfield Township Board of Education and the CTEA shall form an Advisory Committee composed of two representatives of the Board, two representatives of the CTEA and chaired by the Administrative Principal. This Committee, or its permanent representatives, will consult and recommend action on long range planning, curricula, grading philosophy, policy recommendations, school calendars, and other items of mutual concern. The committee's objective is cooperative searching together (no hard core positions) for what is best for the children in the school. Such recommendations shall be given serious consideration by the Board in it's actions.
- B. All recommendations of this Committee shall be acted upon at the next Board meeting and the Committee informed of such action. The Board is responsible for policy making.
- C. Meetings to be held in September, November, January, March and May. Additional meetings may be held if mutually agreed upon. The months for the meetings may be changed with mutual agreement.

VI PROFESSIONAL LEAVE

Professional personnel shall be eligible for professional leave with pay. Authority for such leave must be secured in advance, and in writing, from the Administrative Principal. Following such professional leave a written summary must be submitted to the Administrative Principal. Professional leave shall mean: intra-school visitation; workshops; conferences; conventions; etc.

VII EMERGENCY LEAVE (LONG TERM)

- A. The Board recognizes that occasions could arise when a professional staff member or a member of his/her immediate family might be stricken with an illness, accident, or personal emergency that would necessitate an emergency leave by the professional staff member. The Administrative Principal shall be notified in writing of such and in turn shall notify the Board of this emergency upon the professional staff member's request.
- B. Remuneration, if granted by the Board, shall begin after accumulated sick or personal leave days are exhausted. The Board shall have the right to require a doctor's certificate or other necessary affidavits. The Board of Education shall be the sole determinate if any and/or how much remuneration will be granted.

2. In the event a non-instructional aide cannot be in attendance, professional staff members will fill the aide's responsibilities.
3. Professional staff members must instruct students to exhibit the same respect of authority to the non-instructional aides as they would to professional staff members.

XI SICK LEAVE POLICY

- A. The N. J. State Law guarantees every N. J. teacher 10 days sick leave per year with full pay. Any sick leave days that are not used are accumulative. Sick leave is defined to mean the absence of any person because of personal disability, due to injury or illness, or because of exclusion by a medical authority because of contagious disease or quarantine in the immediate household. Sick leave is not to be used for any other reasons than those stated above. The Board of Education has the legal right to require a physician's certificate explaining the reason for the absence. If a professional staff member uses up all of his/her sick leave, he/she will have one two-hundredth of his/her annual contract salary deducted from his/her pay, unless the Board of Education sees fit to continue paying the professional staff member.
- B. A physician's certificate is required for all school personnel for any absences (due to illness) of five or more consecutive working days. Personnel will not be paid for such absences for 5 or more days until the certificate is presented to the Principal.
- C. Whenever a Professional Staff Member uses two (2) or less sick days, he/she will receive one (1) day credit towards his/her sick leave. This leave will be accumulative.

XII PERSONAL LEAVE

All professional staff members are entitled to personal (non-cumulative) leave as stated below. The request for personal leave must be given in writing at least 48 hours in advance, or in cases of emergency, the procedure as outlined in the following policy:

Absences - School Personnel

If any professional staff member or any other employee of the Chesterfield Township Board of Education will be absent from his/her assigned duties for any reason whatsoever, he/she must notify the school secretary or Registry between 6:30 a.m. and 7:30 a.m. on the day of the absence, or (preferably) the night before the absence. If the school secretary cannot be reached, then the school principal must be notified. If the principal cannot be notified, then the school Board secretary must be notified. It is the responsibility of the employee to notify the school before 2:30 p.m. on the day of absence, as to whether he/she will be returning to school on the next day.

continuity, and employee morale when making his determination. This type of personal leave will be considered. "approved personal leave - without pay", and 1/200 of the employees annual salary will be deducted for each day granted.

- F. Personal leave with or without pay must be approved by the Administrative Principal and/or the Board of Education. Anyone taking unauthorized or unapproved leave will cause a breach of contract.

XIII IN-SCHOOL WORK YEAR

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which professional staff members attendance is required. The in-school work year for professional staff members employed on a ten (10) month basis shall not exceed two hundred (200) days.

XIV EVALUATION OF PROFESSIONAL PERSONNEL

- A. All observations of the teaching performance of any professional staff member shall be conducted openly and with the full knowledge of the professional staff member.
- B. Each professional staff member shall be given his/her evaluation report and shall have the opportunity to discuss such report with his/her principal. A conference will be held within three (3) school days after the evaluation or at a mutually agreeable time. Following the conference, the professional staff member shall sign the evaluation report and all copies, but the professional staff member's signature does not necessarily indicate agreement with its contents. Evaluation of professional personnel will conform with policy and law.
- C. Any unusual circumstances or conditions which may have had an effect on the performance of the professional staff member shall be recorded on the evaluation report.
- D. Any adverse evaluation of a professional staff member's performance filed by the professional staff member's principal may be subject to the grievance procedure.
- E. Non-tenure professional staff members will receive at least three (3) formal evaluations per school year.

XVIII SALARY GUIDE PROVISIONS

- A. Newly employed professional staff members will receive credit for experience as follows:
 1. One (1) year credit for every year of public school experience up to a maximum of six (6) years credit. More credit may be given at the discretion of the Board of Education.
 2. Full credit for U. S. military service up to (but not exceeding) four (4) years.
 3. The salary guide is deemed a minimum and the Board reserves the right to pay more than the 1975-76 salary guide in order to secure the services of a professional staff member in an emergency, and also reserves the right to hold any professional staff member at any place on the guide until experience and training (or both) warrant the salary.
- B. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Administrative Principal subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In making recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual professional staff member adjustments to the proper place on the guide may be withheld in whole or in part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Administrative Principal shall send the professional staff member written notice of such intention and give him/her an opportunity to discuss the reason for such action prior to issuance of contract. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Administrative Principal and the approval of the Board.
- C. Each professional staff member may individually elect to have ten (10) per cent or more of his/her monthly salary deducted from his/her pay to be deposited with the Burlington County School Employee's Federal Credit Union. All transactions are to be made through the Burlington County School Employee's Federal Credit Union with the Board acting only as the collection agency. Applications must be made in June for September enrollment.

XIX

CHESTERFIELD TOWNSHIP SCHOOL

EXPLANATION OF 1979-1982 SALARY GUIDES LEVELS

- A. N. J. Standard Certificate
- B. N. J. Standard Certificate + 9 graduate credits
- C. N. J. Standard Certificate + 21 graduate credits
- D. N. J. Standard Certificate + 30 graduate credits
- E. N. J. Standard Certificate + Masters Degree in any field
- F. N. J. Standard Certificate and Masters Degree in Elementary Education or a special field that is primarily being taught. If the degree is in an educationally related field, the following criteria must be met:
 1. In order for a professional employee to be placed at level "F" of the salary guide he/she must make a written request to the negotiations chairman for such action and may make an oral request to the negotiations committee if so desired.
 2. A professional staff member, after receiving a Masters Degree in an educationally related field, may move from level D to level F if he/she has at least 12 credits in education approved by the negotiations committee.
 3. These education credits must cover areas of educational instruction (subject matter), techniques, or philosophy.
 4. Procedures for advancing a professional staff member to salary guide Column F if the above criteria are not met:
 - a. When the negotiation committee is called on to render a decision regarding an adjustment in salary due to the completion of a Masters Degree program, both the Board and the Association will designate equal voting representatives from the negotiation committee, excluding any member directly involved in the request, to review the request for adjustment on the salary guide. The chairman of the negotiations committee is a non-voting member and will preside over the committee reviewing the request. After reviewing the request and all relevant information, the committee will complete a thorough discussion of the request and then conclude with a roll call vote, each representative casting one vote.
 - b. A professional staff member may request a personal, oral presentation to the committee concerning his/her request in addition to his/her written request.
 - c. All salary adjustment requests will be acted upon within sixty (60) calendar days.
 - d. The chairman of the negotiation committee will then inform the applicant in writing of the negotiation committee's decision. Though the vote of the negotiation committee will be termed "confidential" the applicant will receive a written explanation of the negotiation committee's decision.
- G. N. J. Standard Certificate and Column F + 9 graduate credits
- H. N. J. Standard Certificate and Column F + 21 graduate credits
- I. N. J. Standard Certificate and Column F + 30 graduate credits

(Note: The term Certificate shall mean: N. J. Elementary Education Certificate or, in the case of a specialist, a N. J. Certificate in his/her special area.)